recognition of the government as a government *de facto* or *de jure*. See *Luther* v. *Sagor & Co.* (1921) 7 Lloyd's List R. 218, 220. When recognized, the acts of a foreign nation are those of a sovereign state, and the courts of one country will not sit in judgment on the acts of another done within its territory, regardless of their opinion of the morality of such acts. *Oetjen* v. *Central Leather Co., supra; Luther* v. *Sagor & Co., supra.* Redress for such grievances must be obtained through means available by sovereign powers as between themselves. *Underhill* v. *Hernandez, supra,* 252. It has been suggested that in cases like the instant case where only property rights are involved and such a rule would prevent a just claim from being prosecuted that the foreign government though unrecognized should be allowed to sue. However, the rule may be supported as giving the State Department additional power in its negotiation with the unrecognized nation.

LANDLORD AND TENANT—LEASE FOR SALOON—EFFECT OF PROHIBITION.—On February 1, 1914, the plaintiff brewing company executed a lease of certain premises to the defendant providing that "the only business to be carried on in said premises is the saloon business." On January 2, 1920, the defendant, contemplating the taking effect of the Eighteenth Amendment to the Federal Constitution on the sixteenth of that month, tendered a surrender of the premises to the plaintiff, who refused to accept them. In an action for rent from January 1920 to October 1921, *held,* the plaintiff is entitled to recover only for January rent. *Doherty* v. *Monroe Eckstein Brewing Co.* (1st Dept. 1921) 198 App. Div. 708, 191 N. Y. Supp. 59.

If the use of leased premises is restricted by the terms of the lease to a specific use which becomes illegal because of a change in the law, the lessee is relieved of his obligations. *Brunswicke-Balke-Collender Co.* v. *Seattle Brewing & Malting Co.* (1917) 98 Wash. 12, 167 Pac. 58; *Adler* v. *Miles* (1910) 69 Misc. 601, 126 N. Y. Supp. 135; *contra, Goodrum Tobacco Co.* v. *Potts Thompson Liquor Co.* (1910) 133 Ga. 776, 66 S. E. 1081. If the lease merely permits such use, but does not restrict the lessee to it, he is still bound. *Hayton* v. *Seattle Brewing and Malting Co.* (1911) 66 Wash. 248, 119 Pac. 739; *Harper* v. *Young* (1916) 123 Ark. 162, 184 S. W. 447. This distinction between restrictive and permissive leases is sound and just. The law, having taken from the tenant the only use of the premises permitted him, ought to imply a condition to release him. *Adler* v. *Miles, supra* (*semble*); *Kaiser* v. *Zeigler* (1921) 115 Misc. 281, 187 N. Y. Supp. 638 (*semble*). But a tenant who is free to put the premises to another and substantially independent use ought not to shift to the landlord the economic burden of finding new tenants. A difficulty arises where there is left for the tenant only a necessarily parasitic use for the premises. In holding that the tenant was released even though he might still sell cigars and non-intoxicating liquors, the instant case is contrary to the weight of authority. *O'Byrne* v. *Henley* (1909) 161 Ala. 620, 50 So. 83; *Proprietors' Realty Co.* v. *Wohltman* (N. J. 1921) 112 Atl. 410. Nevertheless, it represents the better view, as it applies practically, rather than literally, the distinction between a restrictive and permissive lease. *The Stratford* v. *Seattle Brewing & Malting Co.* (1916) 94 Wash. 125, 162 Pac. 31; *Kaiser* v. *Zeigler, supra.*

NEGOTIABLE INSTRUMENTS—CHECKS—PAYMENT BY CASHIER'S CHECK AS ACCEPTANCE.—A depositor telegraphed the defendant bank to pay S $3056.56. The bank gave a cashier's check to an impersonator who collected it through another bank. In an action against S, the defendant bank was made garnishee. *Held,* for the defendant, since the telegram, being an unaccepted check, gave S no claim against the defendant. *Southern Trust Co.* v. *American Bank of Commerce & Trust Co.* (Ark. 1921) 229 S. W. 1026.

The telegram was probably not a check. See (1922) 22 COLUMBIA LAW REV. 182. But since it was treated as a check by the court it will be so considered for the purposes of this discussion. Apart from statute the payment of a check on a forged endorsement and the debiting of the drawer's account does not, in some jurisdictions, constitute an acceptance which makes the drawee bank liable to the payee. *First Nat. Bank* v. *Whitman* (1876) 94 U. S. 343; *Sims* v. *American Nat. Bank* (1911) 98 Ark. 1, 135 S. W. 356. But there is equal support for the opposite view. *Pickle* v. *Muse* (1890) 88 Tenn. 380, 12 S. W. 919; *McFadden* v. *Follrath* (1911) 114 Minn. 85, 130 N. W. 542. An acceptance is a promise to pay. *Home Nat. Bank* v. *First State Bank & Trust Co.* (Tex. 1911) 133 S. W. 935; *Colorado Nat. Bank of Denver* v. *Boettcher* (1879) 5 Colo. 185. There seems to be no basis of logic or policy for inferring such a promise from the act of payment. See *First Nat. Bank* v. *Whitman, supra,* 347. Under Negotiable Instruments Law § 132, requiring an acceptance to be in writing, the mere act of payment by the bank is not an acceptance. *Elyria Savings & Banking Co.* v. *Walker Bin Co.* (1915) 92 Ohio St. 406, 111 N. E. 147; *State Bank of Chicago* v. *Mid-City Trust & Savings Bank* (1920) 296 Ill. 599, 129 N. E. 498; *contra, Chamberlain Co.* v. *Bank of Pleasanton* (1916) 98 Kan. 611, 160 Pac. 1138. In the instant case the cashier's check was a writing. But even assuming that it imported a promise to pay, it could bind the acceptor only in favor of one who took the bill for value and in reliance on the acceptance, N. I. L. § 134; and then only if it was "completed by delivery or notification." N. I. L. § 191. On this point the instant case is sound. However, some courts while denying the drawee's liability as acceptor have allowed a recovery to a payee suing in trover. *Bentley, Murray & Co.* v. *La Salle, etc., Bank* (1916) 197 Ill. App. 322; *Fidelity & Deposit Co.* v. *Bank of Charleston* (D. C. 1920) 267 Fed. 367.

NEGOTIABLE INSTRUMENTS—CONTINGENT LIABILITY AS VALUE.—The plaintiff was an accommodation indorser on X's notes. Subsequently, but before the notes matured, X transferred to him as collateral security for this contingent liability, the note of the defendant, which he had obtained by fraud. After the plaintiff had notice of the defendant's defense, but before the note became due, the plaintiff paid on his accommodation indorsement. In an action upon the defendant's note, *held, inter alia,* the plaintiff was a holder for value. *Griswold* v. *Morrison* (Cal. 1921) 200 Pac. 62.

A conflict existed at common law as to whether transfers of negotiable instruments to secure antecedent debts were for value. Under the federal rule they were. *Swift* v. *Tyson* (U. S. 1842) 16 Pet. 1; *Blanchard* v. *Stevens* (1849) 57 Mass. 162. The New York rule was *contra. Coddington* v. *Ray* (N. Y. 1822) 20 Johns. 637; *Cullum* v. *The Branch of the Bank, etc.* (1842) 4 Ala. 21. The federal rule gives wider circulation to negotiable paper and by securing the creditor prevents litigation. See *Swift* v. *Tyson, supra,* 20. The Negotiable Instruments Law § 25 adopts the federal rule. *Vogler* v. *Manson* (1917) 200 Ala. 351, 76 So. 117; *Kelso & Co.* v. *Ellis* (1918) 224 N. Y. 528, 121 N. E. 364; see (1919) 19 COLUMBIA LAW REV. 218; (1914) 23 Yale Law Journ. 293. A debt not yet due is also value under this rule. *Leach* v. *Lewis* (1873) 11 D. C. 112. But under a provision similar to § 25, Canadian courts hold it is not. *Bank of B. N. A.* v. *McComb* (1911) 21 Man. 58; *Merchants Bank of Canada* v. *Williams* (1914) 6 West. Wkly. 563. Since the debt will mature unconditionally and the security given protects business relations, treatment of matured and unmatured debts should be the same, under the federal rule. But should a contingent liability be value? Alabama and Missouri followed the general New York rule at common law. The former held it was not. *The Bank of Mobile, Hallett* v. *Hall* (1844) 6